



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
BANGALORE TELECOM DISTRICT
BANGALORE-560 001

No. MM-554/I/2012-13/10 dtd. at BG-01, the 18.10.2012.

LIMITED TENDER DOCUMENT
FOR
Annual Maintenance Contract for C-TRA Trichur Billing &
Accounting package Software used at Computer Billing
Centre in Bangalore Telecom District

TENDER DOCUMENT NO.

ISSUED TO:

M/s.....
.....
.....

**TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE
PRESCRIBED PRICE SCHEDULE ONLY (SECTION-V).
INFORMATION GIVEN AT OTHER PLACES WILL NOT BE
CONSIDERED.**

The Tender Document can be downloaded from the web site. However the cost of the Tender document Rs.570/- is to be submitted along with the Tender in the form of DD obtained from a Scheduled Bank in favour of “**BSNL, Bangalore Telecom District**” payable at Bangalore.



**O/o THE PRINCIPAL GENERAL MANAGER,
BANGALORE TELECOM DISTRICT (MM Section),
4th FLOOR, TELEPHONE HOUSE,
RAJBHAVAN ROAD, BANGALORE - 560 001**

I N D E X

01) Notice Inviting Tender (Section I)-----	03
02) Instructions to Bidders (Section II)-----	04
03) Cost of Bidding -----	04
04) Bid Documents -----	05
05) Clarification of Bid Documents.-----	05
06) Amendment of Bid Documents. -----	05
07) Documents comprising Bid -----	05
08) Bid Form -----	06
09) Bid Prices -----	06
10) Documents establishing bidders eligibility & qualifications -----	07
11) Documents establishing goods conformity -----	07
12) Bid Security -----	07
13) Period of validity of bids -----	08
14) Format & signing of Bid. -----	08
15) Sealing and marking of Bid.-----	09
16) Submission of Bids. -----	09
17) Late Bids. -----	09
18) Modification & withdrawal of Bids.-----	09
19) Opening of bids by Purchaser.-----	09
20) Clarification of Bids.-----	10
21) Preliminary evaluation. -----	10
22) Evaluation & Comparison of substantially response. -----	10
23) Contacting the Purchaser.-----	10
24) Award of Contract. -----	10
25) Purchaser's right to vary quantities at the time of Award. -----	11
26) Purchaser's right to accept any bid and to reject any or all bids. -----	11
27) Issue of advance purchase order. -----	11
28) Signing of Contract. -----	11
29) Annulment of Award. -----	12
30) Section III (General Conditions) -----	14-16
31) Section IV (Special Conditions of the Contract).-----	17-18
32) Section V (Price Schedule) -----	19
33) Section VI (Part I To Part III) -----	20-22
34) Performance Bank Guarantee format (Section VII)-----	23-25
35) Section VIII (Letter of Authorisation for attending bid opening) -----	26
36) Annexure I To Annexure V -----	27-32

NOTICE INVITING TENDER**SECTION I**

- OFFICE OF ISSUE** : ASSTANT GENERAL MANAGER (MM),
BSNL, BANGALORE TELECOM DISTRICT,
4th FLOOR, TELEPHONE HOUSE,
RAJBHAVAN ROAD, BANGALORE – 560 001.
TELEPHONE NO : 080-22860110
FAX No: 080-22860109
- TENDER ITEM** : Annual Maintenance Contract for C-TRA Trichur billing &
Accounting Package Software used at Computer billing centre in
Bangalore Telecom District.
- TENDER NO. & DATE** : No. MM-554/I/2012-13/10 dtd 18.10.2012
- TENDER DOCUMENTS
AVAILABLE FROM** : SDE (MM), O/o D G M (MM),
BSNL, BGTD, TELEPHONE HOUSE, IV FLOOR,
RAJBHAVAN ROAD, BANGALORE – 560 001
OR
**The Tender Document can also be down loaded from
website www.banagloretelcom.com. Such Tenderer should
deposit the cost of the document along with the Tender.**
- EMD / BID SECURITY** : **Rs. 4,000/- (Rupees Four Thousand only)**
- COST OF TENDER
DOCUMENT** : **Rs. 570/- (Rupees Five Hundred Seventy only)**

Tender Document issued upto	1700 Hours	07.11.2012
Last Date of receipt of Tender Document	1400 Hours	08.11.2012
Date of Opening	1500 Hours	08.11.2012.

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION;

1. DEFINITIONS:

- a) **“The Tendering Authority ”** means the Principal General Manager, BSNL Bangalore Telecom District acting on behalf of Bharat Sanchar Nigam Limited.
- b) **“The Bidder”** means the individual or firm who participate in this tender and submits its bid.
- c) **“The Supplier”** means the individual or firm supplying the goods or providing annual maintenance service under the Contract.
- d) **“The Goods”** means all the equipments, machinery and / or other materials which the supplier is required to supply to the Purchaser under the Contract.
- e) **“The Purchase Order”** means the order placed by the Purchaser on the supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein or the work order for carrying out the AMC. The Purchase Order shall be deemed as “contract” appearing in the document.
- f) **“The Contract Price”** means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- g) **“Validation”** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

- (a) This invitation of bids is open to all the agencies that have been in AMC support services for Software Applications for past 5 years and have experience of working with Government (State or Central) /Defence /Multinationals/ PSUs/ Established firms in respect of providing AMC Support Services for such hardware or software. Documentary proof for the same should be provided.
- (b) If the vender has done any similar AMC contract with any agency other than BSNL, Bangalore Telecom District, a performance certificate to the effect duly signed by the firm where the AMC is done may be provided.
- (c) If the vendor has done AMC contract in BGTD earlier, a performance certificate to the effect to be signed by a person not less than the rank of DE / CAO of the unit where AMC is done, is to be submitted.
- (d) The bidder should also have Service Tax registration. The Bidders without Service Tax Certificate & past experience are to be rejected.

3. COST OF BIDDING:

The bidders shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS

4. BID DOCUMENTS:

4.1 The service required to be provided; bidding procedures and contract terms are prescribed in the Bid documents. The Bid Documents include:

- a) Notice Inviting Tender
- b) Instructions to bidder
- c) General (Commercial) Conditions of Contract
- d) Special Conditions of Contract, if any
- e) Technical Specifications.
- f) Bid Form and Price Schedules
- g) Bid Security / EMD.
- h) Performance Security Bond Form

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in the rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidders, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives not later than 10 days prior to the date of opening of the Tenders.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the Purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

- a) Bid must be submitted either on tender document collected from BGTD or downloaded document from site, without making any changes to the contents of the tender document.
- b) All the pages of the bid must be signed and no blank space be left unfilled.
- c) Conditional bids are liable to be summarily rejected.
- d) The bids shall contain no over writing, erasures or interlineations except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or person signing the bid.

- e. The envelop will be wax/tape containing all documents and address to purchaser at the following address.
- i. **Assistant General Manager (MM),
BSNL, Bangalore Telecom District,
4th Floor, Telephone House,
Rajbhavan Road,
BANGALORE – 560 001.**
 - ii. The envelopes shall bear the words **“AMC for C-TRA Trichur billing& Accounting package Software used at CBC in BGTD ”**, the tender No.MM-554/I/2012-13/10 **dtd 18.10.2012** and the words **“DO NOT OPEN BEFORE 08.11.2012”** at 1500 hours in bold letters on top.
 - iii. Tender shall either be sent by Registered Post or delivered in person to the correct addressee. The responsibility for ensuring that tenders are delivered late or delivered elsewhere lies with the bidder.
 - iv. Bids delivered in person up to the day of tender opening shall be delivered up to 1400 hrs in the Tender Box kept at the Office of SDE (MM), 4th Floor, Telephone House, Rajbhavan Road, Bangalore -01 **before the due time and due date**. The Purchaser shall not be responsible if the bids are delivered elsewhere.
 - v. **Tenders received either by post or in person after the specified time will not be opened or considered.**
 - vi. Tenders sent by Post, if delivered by post after the expiry of the specified time will only be recorded but not opened or considered. Such tenders will be opened when a request is made by the tenderer to the purchaser to return any DD/bank Guarantee will be returned in original. The other documents will be recorded and not returned.
 - vii. Tender will be opened at the venue (address is given in Clause 7 (e) above) at 1500 hrs on the due date. If due to administrative reasons, the venue of bid opening is changed, will be intimated on web site.
 - ix. If the envelope is not sealed and marked as required above the bid shall be rejected.
- f) **Documentary evidence established in accordance with Clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.**
- h) **Bid Security furnished in accordance with Clause 12.**
8. **BID FORM :**
The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents.
9. **BID PRICES:**
- 9.1 The Bidder shall give the total composite price inclusive of all levies & taxes including Service Tax, packing, forwarding, freight and insurance, etc. as per the price schedule given in Section V The offer shall be firm in 'Indian' Rupees. No Foreign exchange will be made available by the Purchaser.
- 9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 Rates quoted should be free from any preconditions regarding payments etc., or otherwise offers are liable to be rejected.

- 9.4 Corrections & alterations, if any in the submitted offer should be initialed, otherwise the tender is liable to be rejected.
- 9.5 The unit price quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at price of equipment or service offered.
- 9.6 (i) Prices charged by the supplier for goods delivered and service performed under the contracts shall not be higher than the prices quoted by the supplier in his bid.
- (ii) But any decrease in Service tax after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- 9.7 “DISCOUNT”, if any, offered by the bidders shall not be considered. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account”.
- 9.8 All Information related to the price of the materials must appear in the Price Schedule Section V only. Information given at other places will not be considered.

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder’s eligibility the following documents:

- a) Registration Certificate for KST / CST /VAT / Service Tax.
- b) Original Power of Attorney in case any person other than the tenderer himself has signed the tender document.
- c) Authenticated copy of partnership Deed in case of partnership firm & Power of Attorney to the representative of the firm who operates the tender.
- d) Bid Security –In accordance with Clause 12 of Section II of the tender document.
- e) An authorization letter from the bidding firm vide Section VIII.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid documents of all goods and services which he proposed to provide under the contract.

- 11.1 The documentary evidence of the ‘goods and services’ conformity to the Bid Documents may be in the form of literature, drawing, data, etc. and he shall furnish:
- a) A detailed description of the goods with essential technical and performance characteristics:
 - b) **A clause-by clause compliance on the Purchaser’s Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical specification and Commercial Conditions. In case of deviations, a statement of deviations and exceptions to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.**

12. BID SECURITY:

- 12.1 i) **Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a Bid Security for an amount of Rs.4,000/- (Rupees Four Thousand only)** The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under SINGLE POINT REGISTRATION SCHEME, are exempted from payment of bid security upto the amount equal to their monitory limit or Rs.50 Lakhs which ever is lower. In case of bidders having monitory limit as “NO LIMIT” or “WITHOUT LIMIT” or exceeding Rs.50 Lakhs, the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakhs Only) as per existing policy of BSNL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid document.

- ii) If a vender registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work / contract by BSNL for one year from the date of issue of such order.
- 12.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the securities forfeiture, pursuant to Para 12.7.
- 12.3 The bid security shall be in the form of Bank Guarantee issued by a Scheduled Bank in favour of the purchaser valid for a period of **180 days from the date of tender opening** or Demand Draft drawn in favour of **“BSNL, Bangalore Telecom District”** payable at Bangalore.
- 12.4 **A BID NOT SECURED IN ACCORDANCE WITH PARA 12.1 AND 12.3 SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.**
- 12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidders acceptance of the advance purchase order satisfactorily in accordance with Clause 27 and furnishing the performance of the security.
- 12.7 **The bid security may be forfeited.**
- a) If bidders withdraw his bid during the period of bid validity specified by the bidders on the Bid Form, or
- b) In case of successful bidders, if the bidder fails:
- i. To sign the contract in accordance with Clause 28 or
- ii. To furnish form of agreement in accordance with Annexure-II
- 13. PERIOD OF VALIDITY OF BIDS:**
- 13.1. Bids shall remain valid for 150 days the date of opening of bids prescribed by the purchaser, pursuant to Clause 19.1. **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER BEING NON-RESPONSIVE.**
- 13.2 In exceptional circumstances, the purchaser may request the bidders consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidders accepting the request and granting extension will not be permitted to modify his bid.
- 14. FORMAT AND SIGNING OF BID:**
- 14.1 The original bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for unamended printed literatures, shall be signed by the person or persons authorized to sign the bid. The bids submitted shall be Wax sealed properly. All pages of the original bid document should be signed by the bidder and submitted. **Without signature on each page in the original bid document or non-submission of the original bid document will be treated as non-responsive and the bid will be rejected.**
- 14.2 The bid shall contain no interlineations, ensures or over writing except as necessary to correct the errors made by the bidder in which case such correction shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS:**15. SEALING AND MARKING OF BIDS:**

The tender bid consists of the following documents:

- a) Bid Security / EMD / valid NSIC/ (Document fees in case of web downloaded documents).
- b) Bid form duly completed (Section VI, Part-I).
- c) Other documents mentioned in Clause 10 (as applicable).
- d) Original Tender Document duly signed in all pages by authorised signatory.
- e) Price Schedule in the same proforma (Section-V)
- f) Covering letter for the above.

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the Purchaser at the address specified under Para 7 not later than due time on due date.

16.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 The bidders shall submit his bid offer against a set of bid documents purchased by him for all or some materials / equipments as per requirement of bid documents. He may include alternate offer of permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS:

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidders.**

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy, post marked **not later than the deadline for submission of bids.**

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:**19. OPENING OF BIDS BY PURCHASER:**

19.1 The Purchaser shall open Bid, in the presence of bidders or their authorised representatives who choose to attend at due time on due date. The bides representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section-VIII).

19.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidders names, Bid prices, modifications, Bid withdrawals & such other details as the purchaser at its discretion, may consider appropriate will be announced at the opening.

20. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparison of bids, the purchaser may at its discretion ask the bidder for the clarification of its bid. The request for clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder, shall be entertained.

21. PRELIMINARY EVALUATION :

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the Unit Price and Total Price that is obtained by multiplying the Unit Price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his bid shall be rejected.**

21.3 Prior to detailed evaluation, pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the bid documents. For purpose of this clause, a substantially responsive bid is one which confirms, to all the terms and conditions of the bid document without material deviation. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 **A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waivers does not prejudice or effect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSE:

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 21.

22.2 The evaluation and comparison of responsive bids shall be of the price of the goods offered inclusive of all levies and charges as indicated in the price schedule in Section-V, of the Bid documents.

22.3 The rates quoted in the Price Schedule are to be excluding of Service Tax. However Service Tax will be paid extra by BSNL on actuals on production of document.

23. CONTACTING THE PURCHASER:

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify his bid or influence the Purchaser in Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT

24. The Purchaser shall consider placement of orders for commercial supplies on those eligible bidders whose offers have been found technically, commercially and financially acceptable.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- (a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in unit price or other terms and conditions at the time of award of contract or upto 50% of the additional quantities of goods and services contained in the running tender/contract to be ordered within a period of twelve months from the earliest date of acceptance of APO at the same rate negotiated (downwardly) with the existing vendors considering the availability of raw materials based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period schedule and etc.
- (b) In exceptional situation where the requirement is of emergency nature and it is necessary to ensure continued supplies from the existing tender, the purchaser reserves the right to place repeat order up to 100% of the quantity of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

Exceptional situation and emergency should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement to be executed on the basis of total procurement i.e. initial and proposed add on quantity.

- (c) BSNL Board will have full power to accord administrative approval and financial concurrence to procure any equipment/material in any quantity by any means in the exigencies of services and interest of BSNL.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

27. ISSUE OF ADVANCE WORK ORDER:

- 27.1 The issue of advance work order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of advance work order, give his acceptance along with performance security in conformity with Section III, Clause - 4 with the bid document.

28. SIGNING OF CONTRACT:

The Successful bidder after the receipt of Letter of Indent will have to execute an agreement in Non-judicial stamp paper of Rs.50/- as per , Annexure II (The cost of the stamp paper shall be borne by the approved tenderer) in the prescribed proforma to the effect that the supplier and the purchaser are bound by the terms and conditions of the agreement which in terms will be the same terms and conditions as mentioned in the Tender Document.

29. SUB-CONTRACTING

The successful firm shall not sub-contract or permit any one other than it's personnel to perform any of the work, services or other performances required by the vendor firm under the contract.

30. CONFIDENTIALITY :

The successful vendor shall acknowledge that all the materials and information which has or will come into its possession of knowledge in connection with this contract or the performance thereof , consists of confidential and proprietary data, whose disclosure to or by the third parties will be damaging or cause loss to BSNL. The firm/company agrees to hold such material & information in strictest confidence and not to make use thereof other than the performance of this contract/agreement, to release it only to employees requiring such information, and not to release it or disclose it to any other party. The company agrees to take appropriate actions with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this contract/agreement can be fully satisfied.

31. DOWNTIME CREDITS.

A downtime credit shall be granted to BSNL BGTD towards maintenance charges for inordinate delay in attending to the services detailed in the scope of work under this contract.

In case of delay more than 24 , for every 24 hours delay 5% of the AMC charges payable for the period of claim covered by the invoice will be levied as penalty subject to a maximum of 10% for the total amount of the invoice period within that paying authority of the purchaser or call for new bids.

32. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

33. TERMINATION

BSNL may elect to terminate the contract at any time giving notice to the vendor in writing 30 days in advance of intent to do so.

34. While all the conditions specified in the bid documents are critical and are to be completed special attention of bidder is invited to the following Clause of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.

i) **Clause 15 of Section II- The bids will be recorded unopened, if covers are not properly sealed.**

ii) **Clause 12.1 & 12.3 & 13.1 of Section II – The bids will be rejected at opening stage if bid security / EMD (Document fees in case of web downloaded documents) is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.**

iii) **Clause 2 & 10 of Section II – If the eligibility conditions as per Clause 2, Section II is not met and / or documents prescribed to establish the eligibility as per Clause 10 Section II are not enclosed, the bids will be rejected.**

iv) ~~Section IV, Annexure- VII – Compliance to Technical Specification – Compliance if given using~~
~~un~~ ~~is~~ ~~Note~~ ~~add~~ ~~Und~~ ~~s~~ ~~sh~~ ~~ba~~ ~~bl~~ ~~ot~~ ~~as~~ ~~ce~~
~~M~~ ~~e~~ ~~on~~ ~~wi~~ ~~also~~ ~~no~~ ~~of~~ ~~ferent~~ ~~th~~ ~~en~~ ~~ce~~
 must be given – **Not Applicable.**

v) **Section V – Prices are not filled in the prescribed format of price Schedule (Financial Schedule).**

vi) **Section II Clause 9.7 on discount which is reproduced below:**

“Discount, if any, offered by the bidder shall not be considered. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account”.

35. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications any also be disqualified for a suitable period as decided by the purchaser.
36. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
37. "The bidder will verify the genuineness and correctness of all documents & certificates, including experience /performance certificates, issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per the requirement of the tenders conditions if any document/paper /certificate submitted by the participant bidder is found to be false / fabricated /tampered/ manipulated at any stage during bid evaluation or award of contract, then the bid security(EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder then PBG would be forfeited. & the contract would be rescind /annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

To obviate any possibility of doubt and dispute and maintain veracity of the documents /papers/certificates, the documents conforming to eligibility part will be submitted by the participant bidder in a separate cover fully stamped and signed by the authorized signatory along with EMBG(bid security) of requisite amount and will be opened at the time of tender opening. The documents/papers to be submitted in a separate cover will be explicitly mentioned in clause 15 of section-II. These papers will be signed by the Incharge of the tender opening team and the authorized representative of the bidder company and will be kept preserved along with the original bid and in case of any dispute this paper will be treated as authentic one.

38. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

**SECTION III
GENERAL CONDITION**

1. Scope of work :

- i. The successful tenderer will be required to Maintain the C-TRA Trichur billing & Accounting Software in Bangalore Telecom District..
- ii. The AMC Services have to be provide support & maintenance of C-TRA Billing & Accounting Software in BGTD on a 24x7 basis, including the applications installed at client servers in the Area Offices.
- iii. The supports & maintenance service is to be provided on call basis throught the agreement period by deploying a representative software Engineer during the currency of call.
- iv. **The representative Engineer so deputed should have background experience of at least 2 years of handling Oracle application, C-comilation & forms-3 and forms-6 on Solaris/UNIX/Linux and other platforms**
- v. **The support Services cover the following**
 - a. Assisting in maintenance of any other software developed in house by BGTD, which has link to the billing & accounting software.
 - b. Maintenance & support service for any modifications & updates made on the billing & Accounting software during the period of AMC
 - c. Support & maintenance for detailed Bill conversions (CDRs) from different types of Exchanges.
 - d. Attend & set right the bugs noticed in the billing & Accounting package.
 - e. Re-installation of Oracle, Re-Creation of database, Re-installation of application packages in the Main billing Server and Client Serverof Area Offices and cash Counters as & when necessary.
 - f. Assisting in Database Administration (DBA) and in problems relating to Oracle.
 - g. Modification & updatation of billing & Accounting Package as per the requirement from time to time.
 - h. Co-Ordinating & assisting in migration of data to any other package.
 - i. Porting of existing TRA Billing & Accounting Package from Present server to any other server in case of necessity
- vi. The contractor shall not state or insist on his own terms or conditions for AMC. The contractor should co-ordinate with Computer Billing Centre (CBC), BGTD, Vijayanagar for the successful implementation of the contract. He should provide a single point of contact for dealing with all incidents, with a clear escalation matrix for resolution of issues
- vii. **The intending bidder for any further queries may contact Chief Accounts Officer(CBC) III Floor, Vijayanagar Tel Exchange Bldg, Bangalore Contact No. 080-23207706, mob: 9448010610
Email id: cbcbgtd@gmail.com**

2. Inspections :

After the contract is awarded, if it is found that the service given by the vendor is not satisfactory, the contract may be terminated by BSNL, BGTD.

3. PATENT RIGHTS:

The Successful bidder shall indemnify the Purchaser from and pay the costs of defending any patent infringement or industrial design rights arising from the use of the software or any part thereof.

4. PERFORMANCE SECURITY:

- 4.1 **The Successful bidder (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish performance security in the form of Bank guarantee valid for a period of 18 months to the purchaser for an amount equal to 5% (which includes value of EMD) of the advance work order within 14 days from the date of issue of**

Advance Work Order. The Security Deposit thus kept under the custody of the BSNL, Bangalore will not fetch any interest during the period of validity of the contract.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

4.3 The Performance Security deposit will be discharged by the Purchaser after completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

5. PAYMENT TERMS:

a) The payment would be in arrears at the end of every quarter of the year of AMC. No advance payment will be made.

b) The bill shall be submitted in TRIPLICATE duly stamped and pre-receipted at the end of each quarter to CAO CBC BGTD..

c) **The payment will be made in Indian Rupees only.**

6. Preventive Maintenance: (PENALTY CLAUSE)

a) In case of any failure, the system should be attended on a 24x7 basis and necessary services provided to attend and rectify the faults/ failures within the time periods.

b) Penalty for delay in response/Down time:

Penalty for delay in response and for down time will be implemented by Response Time and Down time Credits as detailed in clause 31 of Section II

Penalty amount for the quarter if any shall be calculated and deducted from the AMC bill payable at the end of each quarter. The AMC will be paid in arrears at the end of each quarter.

7. FORCE MAJEURE

7.1 If any time, during the continuance of the contract, the performance in whole or in part by either party or any obligations under the contract shall be prevented or delayed for reason of any way, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quantitative restrictions, strikes, lockouts, or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period of 60 days either party may, at his option terminate the contract.

8. ARBITRATION:

8.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, bangalore-560 001, or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the PGM, BSNL, BGTD, Raj Bhavan Road, Bangalore-560 001, or by whatever designation such Officers may be called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such the sole arbitration or some other person appointed by PGM or the said Officer.

8.2 The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he

has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such PGM or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 8.3 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act , 1996 and the Rules made there under, any modification thereof from the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.4 The venue of the arbitration proceeding shall be the Office of the PGM, BGTD, BSNL, Bangalore Telecom District, Telephone House, Rajbhavan Road, Bangalore-560 001 or such other places as the arbitrator may decide.

9. SET OFF:

Any sum of money due and payable to the contractor (including Security deposit refundable to him) under this contract may be appropriated by the Purchaser or the BSNL, or any other person or persons contracting through the BSNL, India and set off the same against any claim of the Purchaser or BSNL, or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the Purchaser of BSNL or such other person or persons contracting through BSNL, India.

SECTION IV**SPECIAL CONDITIONS OF THE CONTRACT**

1. The special conditions of contract shall supplement “Instructions to the bidders” as contained in Section IV & ‘General (Commercial) Conditions of the Contract’ as contained in Section III and wherever there is a conflict the provisions herein shall prevail over those in Section II & Section III.
2. The date fixed for opening of bids if subsequently declared as holiday by BGTD, BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
3.
 - (i) The EMD / Bid Security or NSIC Certificate for claiming exemption from submission EMD / Bid Security, as prescribed in Clauses 12.1 and 12.3 of Section II of bid document of tender required under Clause 2 of Section II shall be submitted along with all other documents as per clause 10.1.
 - (ii) In case where the EMD / bid security are not submitted in the manner prescribed under Section – I and Section II Clause 12 above those bids above will be rejected.
4. The Small Scale Industries registered with National Small Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming of concession available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC, in respect of work for which the tender is floated.
- 5) The purchaser intends to limit the number of technically and commercially responsive bidders to **One** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for **100%** of the tendered quantity.
6. BSNL, BGTD intends for Annual Maintenance Contract for C-TRA Trichur billing & Accounting package Software used at CBC in BGTD at III Floor, Vijayanagar Telephone Exchange, Vijayanagar, Bangalore 560040. The intending bidders may inspect the items at the site and collect further information if any required from the Chief Accounts Officer (CBC), Vijayanagar.
7. **The representative Engineer of the vendor should have background experience of at least 2 years of handling Oracle application, C-compilation & forms-3 and forms-6 on Solaris/UNIX/Linux and other platforms**
8. Purchaser reserves the right to disqualify such bidder who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.
9. **Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.**
10. The Purchaser reserves the rights to counter offer **price (s)** against price(s) quoted by any bidder.
11. **The Service Contract against Tender is not more than for one year and the terms and conditions shall be operative for a period of one year from the date of issue of Work order.**
12. **Performance Certificate:**
If the vendor has done any similar AMC contract with any agency other than BSNL, Bangalore Telecom District, a performance certificate to the effect duly signed by the firm where the AMC is done may be produced.
13. If the vendor has done AMC contract in BGTD earlier, a performance certificate to the effect to be signed by a person not less than the rank of DE / CAO of the unit where AMC is done is to be submitted.

14. The Tenderer should co-ordinate with Computer Billing Centre(CBC), BGTD, Vijayanagar for the successful performance of the AMC.
15. The Tender documents can also be downloaded from our website www.bangaloretelecom.com , such tenderers should deposit the cost of the document of Rs. 570/- in the form of DD payable to BSNL, BGTD, Bangalore, along with tender document. Otherwise it will be treated as invalid and rejected.

16. For Annexure-V the rates in figure and words to be quoted:

If discrepancy is found in the price Schedule mentioned in words and figures, if any, the amount mentioned in words will be taken as final.

17. Selection & Evaluation Criteria:

L-1 vendor will be awarded the tender for maintenance of software.

18. i. Work order will be placed by CAO (CBC) BSNL BGTD, Bangalore
- ii. Testing Authority after repair: CAO (CBC) BSNL BGTD, Bangalore
- iii. Bills to be submitted to : Chief Accounts Officer (CBC),
3rd Floor, Vijayanagar Telephone Exchange Building,
7th main, MC Road, Vijayanagar, Bangalore-40
Tel: 080-23207706 Mob: 9448010610

19. Amendments / Modifications to bid documents if any will be hosted on website www.bangaloretelecom.com 10 days prior to the date of bid opening.

This Tender Document of 32 pages is issued by

**Assistant General manager (MM),
Bangalore Telecom District,
4th Floor, Telephone House,
Rajbhavan Road, BG-01.
Tel : 22860110 Fax : 22860109**

SECTION V**Price Schedule**

Sl. No.	Description	Quoted total amount for one year inclusive of all taxes, but excluding service Tax *	
		In Figures	In words
a	b	d	
01	Providing of AMC C_TRA Trichur billing & Accounting Package Software		

Note * Service Tax will be paid extra by BSNL on actuals on production of document.

Station :

Signature of the Tenderer :

Date :

Name & Address :

Read and Understood
Signature of the Tenderer _____

**SECTION VI
PART I
BID FORM**

TENDER NO.....DATE / /2012
(Name and Address of the Purchaser)

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the Schedule of Prices attached herewith and made part of this Bid.
- 2) We undertake, if our Bid is accepted to complete delivery of all the items specified in the contract within the delivery date calculated from the date of issue of your Purchase Order.
- 3) We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

In exceptional circumstances, the purchaser may request the bidders consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidders accepting the request and granting extension will not be permitted to modify his bid.

- 4) Until a formal Purchase Order of Contract is prepared and executed this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 5) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 6) We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisday of2012

Name and Signature
In the capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Signature

Address
.....

**SECTION VI
Part II**

BID SECURITY / EARNEST MONEY DEPOSIT FORM

A. In case of web down loaded document, document fee particulars

- i) DD/Pay Order amount :
- ii) Number :
- iii) Issuing Bank :

B. For Bid security / EMD

- i) DD/Pay Order amount :
- ii) Number :
- iii) Issuing Bank :

C. NSIC Registration details.

- i) Registration No. :
- ii) Registration Office :
- iii) Registration valid upto. :
(Attested Copy of valid registration
certificate be attached)
- iv) Name of the Stores as given in the certificate :

Signature of Bidder

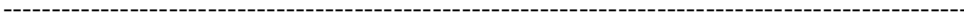
**SECTION VI
Part III**

PRE-RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of Rs.4000/- towards the refund of EMD paid against this office Tender Notice No. MM-554/I/2012-13/10 dtd. 18.10.2012 R. No. Book No. dtd.

Firm Name & Address

Revenue Stamp



PRE-RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalore a sum of Rs.4000/- towards the refund of EMD paid against this office Tender Notice No. MM-554/I/2012-13/10 dtd. 18.10.2012 R. No. Book No. dtd.

Firm Name & Address

Revenue Stamp

SECTION VII

PERFORMANCE SECURITY GUARANTEE (Bond Form)

1. In consideration of the PGM, Bangalore Telecom District, Bharat Sanchar Nigam Limited (hereinafter called the 'BSNL') having agreed to exempt{hereinafter called "the said Contractor(s)} from the demand, under the terms and conditions of an agreement / (Purchase Order) No.....dated.....made betweenandfor the supply of{hereinafter called "the said AGREEMENT"} of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, of production of the Bank Guarantee forwe (name of the Bank)(hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the BSNL an amount not exceedingagainst any loss or damage caused to or suffered or would be to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the Bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding
3. We undertake to pay the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. WE (name of the Bank)further agree that the Guarantee therein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by the virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ----- (Office / Department) (BSNL) _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of **18 months** (as stipulated in PO) from the date thereof, we shall be discharged from all liabilities under this Guarantee thereafter.
5. We (name of the Bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the Constitution of the Bank or the Contractor (s) / Supplier (s).

7. We (name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the Day of2012.

“This page is left blank for Hindi Version”

SECTION VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

[To reach AGM (MM) before date of bid opening]

To:

The Assistant General Manager (MM),
O/O General Manager (NW-CFA)
4th Floor, Telephone House,
Rajbhavan Road,
BANGALORE – 560 001.

Subject: Authorisation for attending bid opening on(date)
In the Tender of

@ @ @

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of(Bidder) in order of preference given below.

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen</u> <u>Signatures</u>
-----------------------------	-------------	--------------------------------------

I.

II. Alternative
Representative

Signature of bidder Or
Officer authorized to sign the bid
Documents on behalf of the bidder

Note: 1. Maximum one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular Representatives are not able to attend.

1. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-I

TENDERER'S PROFILE

1. General:

1.1 Name of the Tenderer / Firm

1.2 Address of the Tenderer /Firm:

.....
.....

1.3 Tel. No. (with STD Code) (O)(Fax).....(R).....

1.4 Name & Capacity of the person who has signed the bid & submitting the tender document

A) Proprietorship: Yes/No -----.

i. Name of the Proprietor of the firm: -----

ii. Whether the Proprietor of the firm signed in the bid document. Yes/No -----

a. If yes, no Power of Attorney (POA) required.

b. If no, name & capacity of the person who has signed the bid

(Power of Attorney with notary signature to be enclosed)

B) Partnership: Yes/No -----.

i. Name of the Partners of the firm: -----

ii. Whether one of the Partner of the firm signed the bid document. Yes/No -----

a. If yes, name of the partner signed the bid -----

(Power of Attorney with all Partners signature along with notary signature required)

b. If no, name & capacity of the person who has signed the bid

(Power of Attorney with all partners signature along with notary signature & Partnership Deed to be enclosed)

C) Private Limited/Company: Yes/No -----

i. Name of the Director of the Co.:

ii. Whether the Director of the Co. signed in the bid document. Yes/No -----

a. If yes, name of the Director signed the bid -----

(Power of Attorney not required)

b. If no, name & capacity of the person who has signed the bid.

Power of Attorney with notary signature, copy of Certificate of incorporation, Memorandum & Articles of Association to be enclosed.

D) Public Limited/Company: Yes/No -----

i. Name & capacity of the person ,who has signed the bid -----

Power of Attorney with notary signature, copy of Certificate of incorporation, Memorandum & Articles of Association to be enclosed.

(Please attach attested copies of above documents of your firm with the competent authority as required by business law. If it is not furnished, the bid will be liable to be rejected)

1.5 License No. for running the business (Copy to be Enclosed):

1.6 Tenderer's bank and its address and his current Account No. with Bank Code for ECS payment (A copy of cancelled cheque may be enclosed)

1.7 Infrastructural capabilities:

1.8 Details of KST/ CST /VAT/Service Tax: (Copies are required, to be enclosed along with the tender document)

1. PAN Number: Copy enclosed - Yes/No -----

2. CST/ KST/VAT/TIN Registration Certificate: Copy enclosed - Yes/No -----

3. Service Tax Registration Certificate: Copy enclosed - Yes/No -----

1.9 Max. number of systems taken for AMC in a single organization:

Name of the organization	No. of Systems
--------------------------	----------------

(Supporting documents shall be submitted)

1.10 Are you an Authorized Service Provider of any branded computers like HP, Compaq, IBM, DELL supportive documents.

1.11 Infrastructure available for repairs:

a. Work force :

b. Repair Centre :

c. Stock of spares :

1.12 Annual turnover for AMC Support Services for last two years in terms of quantity & also of value in lakh of rupees.

(a) 2009-10

(b) 2010-11

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of the bidder:

Seal of the Co.

Read and Understood
Signature of the Tenderer _____

ANNEXURE- II

FORM OF AGREEMENT

(To be submitted on a non-judicial stamp paper Rs. 50/- or more)

Contract No:

The Principal General Manager, BGTD, BSNL, Bangalore, having agreed to grant the contract of Annual Maintenance of Computers / peripherals for both Stand alone and servers of Bangalore Telecom District in response to the submission of sealed tender by me/us on.

/We (here enter full name and address of the contractor) -----

----- am/are executing this agreement on ----- and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of tender bearing No.----- Principal General Manager, BGTD, BSNL, appointment of contractor for Annual Maintenance of C-TRA Trichur billing & Accounting package Software used at CBC in Bangalore Telecom District, and also those of General Conditions of contract and its appendices and annexure and agree to abide by them. I/We am/are willingly undertake the said work consequent on the approval of the tender at the rates specified in Annexure III which forms part of this agreement and as per terms and conditions of the Tender. I/We assure the said ----- that I/We will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for one year w.e.f date of this agreement (i.e., up to) unless specifically extended/curtailed by Principal General .Manager , BGTD,BSNL, Bangalore.

CONTRACTOR
(Capacity in which signing)
along with seal)

Witness
1.

2.

Witness
1.

2.

For and Accepted on behalf of the

Signature of-----

(Designation with name and seal)

Note: The signed Annexure IV should be attached

Read and Understood
Signature of the Tenderer _____

Annexure-III

CERTIFICATE

The downloaded tender document as published at the website (bangaloretelecom.com) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place :

Date :

Signature of the bidder
(Seal / Rubber stamp of the firm)

Annexure-IV

(INDEMINITY BOND ON 100/- RUPEE STAMP PAPER)

(IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)

DECLARATION

I, ----- son of / wife of Shri-----
and proprietor / Director/ partner of M/s.-----
do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any on going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on going litigation or court cases or money suits pending regarding the failure of providing call center facility contractual obligations.
2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed/debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by General manager (I), BGTD, Bangalore-01.

ANNEXURE-V

**NO RELATIVES CERTIFICATE
(To be submitted in the firms letter head)**

FORMAT

To:

The Assistant General Manager (MM),
BSNL BGTD, 4th Floor,
Telephone House, Rajbhavan Road,
Bangalore-560001.

Sir,

Sub: No Relative Certificate

Ref: Tender Notification No. MM-554/I/2012-13/10 dtd 18.10.2012

“I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

Yours Truly,

(Signature with seal)